#### IMPORTANT NOTICE

To obtain information or make a complaint: You may call The Hartford's toll-free telephone number for information or to make a complaint at:

#### 1-800-523-2233

You may also write to The Hartford at:

P.O. Box 2999 Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

#### 1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

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### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

#### ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

#### **Maryland**

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

#### **State Notices**

**IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:** There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <a href="https://www.thehartford.com/">https://www.thehartford.com/</a>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us or one of our contracted administrators as follows:

The Hartford Group Benefits Division, Customer Service P.O. Box 2999 Hartford, CT 06104-2999 1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

#### Alaska:

- 1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
- 2. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized by state law.

#### Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

#### Arkansas:

1. For Your Questions and Complaints:

Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904 Toll Free: 1(800) 852-5494 Local: 1(501) 371-2640

#### California:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

#### **Eligibility Determination**

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine the Covered Person's eligibility for benefits for any claim the Covered Person or the Covered Person's estate make on the Policy. We will:

(a) obtain with the Covered Person's cooperation and authorization if required by law, only such information that is necessary to evaluate his/her claim and decide whether to accept or deny his/her claim for benefits. We may obtain this information from the Covered Person's Notice of Claim, submitted proofs of loss, statements, or other materials provided by the Covered Person or others on the Covered Person's behalf; or, at Our expense. We may obtain necessary information, or have the Covered Person physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at the Covered Person's option and at his/her expense, the Covered Person may provide Us and We will consider any other information, including but not limited to, reports from a Physician or

- other expert of the Covered Person's choice. The Covered Person should provide Us with all information that he/she want Us to consider regarding his/her claim;
- (b) as a part of Our routine operations, We will apply the terms of the Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- (c) if We approve the Covered Person's claim, We will review Our decision to approve his/her claim for benefits as often as is reasonably necessary to determine his/her continued eligibility for benefits;
- (d) if We deny the Covered Person's claim, We will explain in writing to the Covered Person the basis for an adverse determination in accordance with the Policy as described in the provision entitled Claim Denial.

In the event We deny the Covered Person's claim for benefits, in whole or in part, he/she can appeal the decision to Us. If the Covered Person chooses to appeal Our decision, the process he/she must follow is set forth in the Policy provision entitled **Claim Appeal**. If the Covered Person does not appeal the decision to Us, then the decision will be Our final decision.

#### 2. For Your Questions and Complaints:

State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013

Toll Free: 1(800) 927-HELP TDD Number: 1(800) 482-4833 Web Address: www.insurance.ca.gov

#### Colorado:

- 1. Dependent Child coverage if shown in the **Dependent Termination** provision of the **Period of Coverage** section will not terminate if the Dependent Child is enrolled in a postsecondary education institution and takes a medical leave of absence before the earlier of:
  - a) one year after the first day of the Medically Necessary Leave of Absence; or
  - b) the date the coverage would otherwise terminate under the terms of coverage.

Medically Necessary Leave of Absence means a leave of absence from a postsecondary educational institution or a change in enrollment of the Dependent Child at the institution that:

- a) begins while the Dependent Child is suffering from a serious illness;
- b) is medically necessary; and
- c) causes the Dependent to lose student status for the purpose of Dependent Child coverage.
- 2. The definition of **Dependent Child(ren)** includes children related to You by a civil union and domestic partnership.
- 3. The definition of **Spouse** includes Your partner in a civil union or domestic partnership.
- 4. The list of changes in the **Change in Family Status** provision, if shown in the **Eligibility and Enrollment** also applies to coverage for civil unions and domestic partnership.
- 5. The following eligibility and enrollment requirements apply to you:

#### **Newlywed Coverage:**

If You marry or enter into a civil union or You execute a domestic partner affidavit while covered under The Policy, Your Spouse or party to a civil union or domestic partner shall automatically become covered under The Policy for 31 days of the date of marriage or civil union or domestic partnership. Benefits and amounts will be the minimum amount for those We are providing for Spouse coverage under The Policy at that time.

Coverage of Your Spouse or party to a civil union or domestic partnership will cease after 31 days of the date of marriage or civil union or domestic partnership unless You:

- a) request in writing that coverage for Your Spouse or party to a civil union or domestic partner be continued; and
- b) pay the additional required premium.

#### Newborn/New Child Coverage:

If, while covered under The Policy, You:

- a) have a newborn child; or
- b) adopt or receive a foster or stepchild;

the child will become covered under The Policy for 31 days of the date of birth or the date of financial dependence on You. Benefits and amounts will be the minimum amount for those We are providing for Dependent Children under The Policy at that time.

Coverage of the new child will cease after 31 days of the date of birth or financial dependence unless You:

- a) request in writing that coverage for Your child be continued; and
- b) pay the additional required premium.

#### Florida:

1. **NOTICE:** The benefits of the Policy providing your coverage are governed primarily by the laws of a state other than Florida; unless the Policy issue state is Florida. Please contact Your Employer with any questions. The preceding does not apply if the policy was issued in the state of Florida.

#### Idaho:

1. For Your Questions and Complaints:

Idaho Department of Insurance Consumer Affairs 700 W. State Street, 3<sup>rd</sup> Floor PO Box 83720 Boise, ID 83720-0043

Toll Free: 1(800) 721-3272 Web Address: www.DOI.ldaho.gov

#### Illinois:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.

2. For Your Questions and Complaints

Illinois Department of Insurance Consumer Services Station Springfield, IL 62767

Consumer Assistance: 1(866) 445-5364

Officer of Consumer Health Insurance 1(877) 527-9431

3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

## STATE OF ILLINOIS The Religious Freedom Protection and Civil Union Act Effective June 1, 2011

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

#### Kansas:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is replaced by the following:

**Policy Interpretation.** Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits

and to construe and interpret all terms and provisions of The Policy. Therefore, We are fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

#### Louisiana:

- 1. The following requirements apply to the definition of **Dependent Child(ren)**:
  - a) an unmarried Child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);
  - b) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
  - c) your unmarried grandchild who is in your legal custody;
  - d) a limiting age of 21 years, or 24 years if a student, if less than such ages;
  - e) an unmarried Child to age 24, if a student and deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder; and
  - f) an unmarried Child who is subsequently called to military service and any required premium is paid.
- 2. The following requirement applies to you:

Reinstatement after Military Service: Can my coverage be reinstated after return from active military service? If:

- a) Your coverage terminates because You enter active military service; and
- b) You are rehired within 12 months of the date You return from active military service;

then coverage may be reinstated, provided You request such reinstatement within 31 days of the date you return to work.

The reinstated coverage will:

- a) be the same coverage amounts in force on the date coverage terminated; and
- b) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- c) be subject to all the terms and provisions of The Policy.

#### Maine:

NOTICE: The laws of the State of Maine require notification of the right to designate a third party to receive
notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from
cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of
premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

- 2. The time period stated in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
- 3. The time period stated in the **Claim Forms** provision shown in the **General Provisions** section is changed to 15 days if not already 15 days.
- 4. The time periods stated in the **Sending Proof of Loss** provision shown in the **General Provisions** section are changed to 90 days and 1 year if not already 90 days and 1 year, respectively.
- 5. The time period stated in the **Claim Payment** provision shown in the **General Provisions** section is changed to 30 days if not already 30 days.
- 6. The dollar amount stated in the **Claims to be Paid** provision shown in the **General Provisions** section is changed to \$2,000 if not already \$2,000.
- 7. The phrase "In the absence of Insurance Fraud" in the **Misstatements** provision does not apply to you.

#### Michigan:

1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.

#### Minnesota:

1. The definition of Disabled or Total Disability in the Permanent Total Disability Benefit is replaced by the

#### following:

Disabled or Total Disability, for the purpose of this Benefit, means Your or Your Spouse's:

- a) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
- b) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
- c) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

Your unemployed Spouse must be:

- a) regularly attended by Physician; and
- b) continuously confined within his or her house or Hospital, provided such house or Hospital confinement will not preclude transportation of Your Spouse to or from a Hospital or Physician's office for necessary treatment at the direction of his or her Physician.

#### Montana:

- 1. The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
- 2. The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
- 3. The 2<sup>nd</sup> paragraph of the **Conversion Policy Provisions** does not apply to you.
- 4. The dollar amount stated in the second paragraph of the Claims to be Paid provision shown in the General Provisions section is changed to \$500, if not \$500.
- 5. The following requirement applies to you:

Payable Interest: Is interest payable on death claims?

Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

#### **New Hampshire:**

- 1. Item 1 of the definitions of **Disabled** and **Disabled or Disability** if shown in the **Definitions** section is replaced by the following:
  - 1) performing any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.
- 2. Item 3 of the last paragraph of the **Sending Proof of Loss** provision shown in the **General Provisions** section does not apply to you.
- 3. Item 3 of the **Conditions for Qualification** provision is replaced by the following:
  - 3) provide such proof in accordance with the Sending Proof of Loss provision.
- 4. The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
- 5. Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
  - 1) Operates pursuant to law:
- 6. The following continuation requirement applies to you:

Spouse Continuation: Can coverage be continued for a divorced Spouse?

If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

- 1) the last day of the third year following the anniversary of a final divorce or legal separation;
- 2) the date You remarry;
- 3) the date Your former Spouse remarries:
- 4) a date specified in the final divorce decree;
- 5) the date Your former Spouse fails to pay any premiums that may be due; or
- 6) the date You die.
- 7. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.

#### **New York:**

1. **NOTICE**: The insurance evidenced by this certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of

Financial Services.

#### IMPORTANT NOTICE — THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

#### North Carolina:

- 1. If your coverage is issued through a trust, the **Sending Proof of Loss** provision in the **General Provisions** section is amended such that the submission of **Proof of Loss** must be sent within 180 days after the loss.
- 2. If your coverage is issued through a trust, reference to fraud in **Misstatements** provision in the **General Provisions** section is not applicable.

#### Oregon:

- 1. We cannot require that You prove that Your child was born in wedlock, living with You, or claimed as a dependent on Your or Your Spouse's tax return in order for Your child be eligible for Dependent coverage, as shown in the **Definitions** section.
- 2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.
- 3. The **Continuation Provisions** section is amended to include the following for Employers with 10 or more employees:
  - <u>Jury Duty:</u> If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:
    - 1) elected to have Your coverage continued; and
    - 2) provided notice of the election to Your employer in accordance with Your employer's notification policy.

#### Rhode Island:

- 1. The Policy Interpretation provision if shown in the General Provisions section is not applicable.
- 2. The **Spouse** definition if shown in the **Definitions** section will always include domestic partners, civil unions, and any other arrangement allowable by state law.
- 3. The following continuation requirement applies to you:
  - <u>Family Military Leave of Absence:</u> If Your spouse or child enters active full-time military service outside of the continental United States, Hawaii, Puerto Rico or Alaska, and You:
    - 1) have been employed with the same employer for at least two years; and
    - 2) have completed 1,250 hours of service during a 12 month period immediately prior to the date Military Leave of Absence would begin; and
    - 3) have exhausted all the other time made available to You by Your Employer except sick time and short term disability;

then Your coverage may be continued for up to 30 days. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

To elect a Family Military Leave of Absence, You must notify Your Employer at least 14 days prior to the date the leave would begin if the leave would consist of five or more consecutive work days. For a leave of less than five days, the Employee should give notice as soon as reasonable possible.

#### **South Carolina:**

- 1. The time period in the **Notice of Claim** provision shown in the **General Provisions** section is changed to 20 days, if not already 20 days.
- 2. The following physical exam and autopsy requirement applies to you:

  Autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
- 3. Item 2 of the **Legal Actions** provision shown in the **General Provisions** section is replaced by the following:
  - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

#### Texas:

- 1. The **Policy Interpretation** provision if shown in the **General Provisions** section is not applicable.
- 2. IMPORTANT NOTICE

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E-mail: ConsumerProtection@tdi.texas.gov

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

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#### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

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#### Utah:

- 1. The following benefits are not available:
  - o Anti-Inflation Benefit
  - o Therapeutic Counseling Benefit
  - o Accidental Death Benefit with Double Indemnity while On a Common Carrier
  - Accidental Death Motor Vehicle Benefit
  - o Accidental Death Benefit while in a Covered Accident
  - o Accidental Death and Dismemberment: while Actively at Work
  - o Double Indemnity while On A Common Carrier
- 2. The maximum age for a student stated in the Child Education Benefit is changed to 26 if not already 26.
- 3. Regarding the definition of **Dependent Child(ren)** if shown in the **Definitions** section::
  - a) items a and b of item 2 do not apply to you
  - b) the second item 2 does not apply to you
  - c) the maximum age for a child is 26 if not already 26.
- 4. A qualifying **Change in Family Status** will also include from the date of placement for adoption with You.
- 5. Item 3 of the **Sending Proof of Loss** provision, in the **General Provisions** section does not apply to you.

- 6. The age references in the **Continuation for Dependent Child(ren) with Disabilities** provision are changed to 26 if not already 26.
- 7. Waiting periods must be eliminated from all **Accidental Death and Dismemberment** policies, including the **Accidental Hospital Income Benefit**.

#### Vermont:

- 1. <u>Purpose:</u> Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.
  - <u>Definitions, Terms, Conditions and Provisions:</u> The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and are hereby superseded as follows:
  - a) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
  - b) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
  - c) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
  - d) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
  - e) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

#### CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under the policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

#### Virginia:

1. For Your Questions and Complaints:

Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209 1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)

#### Washington:

1. The **Accelerated Benefit** is not available.

#### Wisconsin:

1. The time periods stated in the **Claim Appeal** provision shown in the **General Provisions** section are removed.

#### 2. For Your Questions and Complaints:

To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
1(608) 266-0103 (in Madison)



#### **CERTIFICATE OF INSURANCE**

# HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY Hartford, Connecticut (A stock insurance company)

Policyholder: City of Frisco Policy Number: S08871

Policy Effective Date: January 1, 2018
Policy Anniversary Date: January 1, 2019

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Lisa Levin, Secretary

Michael Concannon, President

#### A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Period of Coverage
Benefits
Exclusions
General Provisions
Definitions

#### SCHEDULE OF INSURANCE

Cost of Coverage: Non-Contributory

Coverage: Basic Accidental Death and Dismemberment Insurance

**Eligible Class(es) For Coverage:** All Active Employees who are volunteer and reserve police officers and firefighters and who are citizens or legal residents of the United States, its territories and protectorates.

#### **Eligibility Waiting Period for Coverage:**

None

#### Accidental Death and Dismemberment Benefit (AD&D)

#### **Basic AD&D Principal Sum**

#### **Principal Sum Amount:**

\$100,000

Accidental Death and Dismemberment Reduction on and after Age 70: We will reduce Your Principal Sum on the Anniversary Date on or next following the date You attain ages 70, 75, 80 and 85. The reduced amount will be determined by multiplying the Principal Sum shown in the Schedule by the percentage shown below for your attained age:

Your Age	Percentage of Principal Sum
Age 70 - 74	65%
Age 75 - 79	40%
Age 80 - 84	25%
Age 85 or over	15%

These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases; on or after the date You attain age 70.

#### **Additional Benefits**

#### **Seat Belt and Air Bag Coverage:**

Seat Belt Benefit Amount: 10% of Principal Sum to a maximum amount of \$10,000

Minimum Benefit: \$1,000

Air Bag Benefit Amount: 5% of Principal Sum to a maximum amount of \$5,000

#### Repatriation Benefit:

Maximum Amount: \$5,000

Repatriation Benefit Percentage: 5%

#### **Waiver of Premium**

#### **Conversion Right**

Conversion Limit: \$250,000

#### **ELIGIBILITY AND ENROLLMENT**

#### **Eligible Persons:**

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons. GBD-1300 D01

#### **Eligibility for Coverage:**

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for coverage shown in the Schedule of Insurance, if applicable.

GBD-1300 D02

#### **Enrollment:**

Your Employer will automatically enroll You for the Amount of Basic Accidental Death and Dismemberment Insurance. However, You will be required to complete a beneficiary designation form.

GBD-1300 D04

#### PERIOD OF COVERAGE

#### **Effective Date:**

Coverage will start on the date You become eligible. GBD-1300 E01

#### **Continuity from a Prior Policy:**

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Effective Date, You were insured under the Prior Policy, but on the Effective Date, You were not Actively at Work, but would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the amount of accidental death and dismemberment principal sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Effective Date:
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

GBD-1300 E05

GBD-1300 E12

#### **Effective Date for Changes in Coverage:**

Any decrease in coverage will take effect on the date of the change. Any increase in coverage will take effect on the date of the change.

GBD-1300 E13

#### Termination:

Your coverage will end on the earliest of the following:

- 1) the last day of the month following the month during which The Policy terminates;
- the last day of the month following the month You are no longer in a class eligible for coverage, or the Policy no longer covers Your class;
- 3) the last day of the month following the month the required premium is due but not paid;

- 4) the last day of the month following the month Your Employer terminates Your employment;
- 5) the last day of the month following the month You are no longer Actively at Work; unless continued in accordance with one of the Continuation Provisions.

  GBD-1300 E15

#### **Continuation Provisions:**

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

<u>Leave of Absence:</u> If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for 3 month(s). If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

<u>Military Leave of Absence:</u> If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

<u>Disability Insurance:</u> If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your coverage may be continued until the last day of the 12th month after the month in which You became disabled, as defined in the Group Disability Insurance Policy.

<u>Family and Medical Leave:</u> If You are granted a leave of absence, in writing, in accordance with state and/or federal family and medical leave laws, all of Your coverages may be continued for up to 3 month(s), or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your insurance would have terminated. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately. GBD-1300 E22 (TX)

#### Waiver of Premium:

Waiver of Premium is a provision which allows You to continue Your Accidental Death and Dismemberment Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

**Exercise of Conversion Right:** What happens to the Waiver of Premium Provision if I convert my coverage? If You exercise Your right under the Conversion Right, this Waiver of Premium provision will automatically terminate. However, You may still be eligible for this Waiver of Premium provision, if, within 12 months of conversion of Your coverage to an individual policy:

- 1) You fulfill all the conditions of the Waiver of Premium provision; and
- 2) You surrender the individual policy and all benefits and payments under the individual policy except for any refund of premiums.

Conversion Right: If my coverage under the Policy ends, do I have a right to conversion?

If You or Your Dependents cease to be covered under The Policy because You cease to be eligible for coverage and:

- 1) The Policy has not terminated; and
- 2) You have paid any required premium;

You have a Conversion Right as provided below.

The Conversion Right allows You to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover Yourself [but not Your Dependents/and Your Dependents who are covered under The Policy] on the date Your coverage ceases. Dependents who continue to be covered under The Policy in the same or a different class cannot be covered under Your converted policy.

**Insurer**, as used for this Conversion Right, means Us or another insurance company which has agreed with Us to issue converted policies according to this conversion right.

#### You must:

- 1) give the Insurer a written request for the converted policy; and
- 2) pay the Insurer the initial premium;

within 31 days after You cease to be covered under The Policy.

The Conversion Right will provide a converted policy that:

- 1) will have the provisions, limitations and exclusions on the form the Insurer is issuing for this purpose at conversion:
- 2) will provide coverage on a twenty-four hour-a-day basis;
- 3) will provide benefits for Accidental Death and Dismemberment alone;
- 4) will take effect on the date You cease to be covered under The Policy;
- 5) may exclude any condition excluded by The Policy;
- 6) will not pay for any loss covered by The Policy;
- 7) will provide a Principal Sum for You which will be:
  - a) the amount of Your Principal Sum under The Policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$25,000.00 and a maximum of \$100,000.00, if You are under age 70;
  - b) \$25,000.00, if You are age 70 or older but less than age 75; or
  - c) \$12,500.00, if You are age 75 or older;
- 8) will have premiums based on the Insurer's rates in effect for new applicants of Your class and age at conversion.

The Principal Sum amounts for Your Dependents who become covered under the converted policy will be the amounts We are offering for this purpose at conversion.

GBD-1300 E26

#### Disabled:

Disabled means You are wholly and continuously prevented from performing any work or occupation for wage or profit, for which You are reasonably qualified or trained, as a result of injury or sickness.

If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain that license does not alone mean that You are disabled.

GBD-1300 E27

#### **Conditions for Qualification:**

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 6 consecutive month(s), starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of the date You became Disabled.

GBD-1300 E28

#### **Refund of Premium:**

When You are approved for Waiver of Premium, We will refund to You, or to Your estate if You have died, any premiums paid during the period You have been continuously Disabled. GBD-1300 E29

#### When Premiums are Waived:

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 6 month(s) You are Disabled. We have the right to:

1) require Proof of Loss that You are Disabled; and

2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us then Waiver of Premium ceases.

However, if We deny Your application for Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 6 month(s) that You are Disabled, the 6 month(s) waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 6 month(s) period. If You return to work for more than 5 days, You must satisfy a new waiting period.

GBD-1300 E30

#### **Waiver Ceases:**

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 70 if Disabled prior to age 60.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You if You do so within the time limits described in such provision. The Amount of Accidental Death and Dismemberment Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

GBD-1300 E31

#### **Effect of Policy Termination:**

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium Your coverage under the terms of this provision will not be affected.

GBD-1300 E33

#### **Exercise of Conversion Right:**

If You exercise Your right under the Conversion Right, this Waiver of Premium provision will automatically terminate. However, You may still be eligible for this Waiver of Premium provision, if, within 12 months of conversion of Your coverage to an individual policy:

- 1) You fulfill all the conditions of the Waiver of Premium provision; and
- 2) You surrender the individual policy and all benefits and payments under the individual policy except for any refund of premiums.

GBD-1300 E34

#### **Conversion Right:**

If You cease to be covered under The Policy because You cease to be eligible for coverage and:

- 1) The Policy has not terminated: and
- 2) You have paid any required premium;

You have a Conversion Right as provided below.

The Conversion Right allows You to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover Yourself but not Your Dependents.

**Insurer**, as used for this Conversion Right, means Us or another insurance company which has agreed with Us to issue converted policies according to this conversion right.

#### You must:

- 1) give the Insurer a written request for the converted policy; and
- 2) pay the Insurer the initial premium;

within 31 days after You cease to be covered under The Policy.

The Conversion Right will provide a converted policy that:

- 1) will have the provisions, limitations and exclusions on the form the Insurer is issuing for this purpose at conversion;
- 2) will provide coverage on a twenty four hour a day basis;
- 3) will provide benefits for Accidental Death and Dismemberment alone;
- 4) will take effect on the date You cease to be covered under The Policy;
- 5) may exclude any condition excluded by The Policy;
- 6) will not pay for any loss covered by The Policy;
- 7) will provide a Principal Sum for You which will be:
  - a) the amount of Your Principal Sum under The Policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$25,000.00 and a maximum of \$250,000, if You are under age 70;
  - b) \$25,000.00, if You are age 70 or older but less than age 75; or
  - c) \$12,500.00, if You are age 75 or older;
- 8) will have premiums based on the Insurer's rates in effect for new applicants of Your class and age at conversion. GBD-1300 E37

#### **Reinstatement after Military Service:**

If:

- 1) Your coverage terminates because You enter active military service; and
- 2) You are rehired within 12 months of the date Your coverage terminated;

then coverage for You may be reinstated, provided You request such reinstatement within 31 days of the date You return to work.

The reinstated coverage will be the same coverage amounts in force on the date coverage terminated and will be subject to all the terms and provisions of The Policy.

GBD-1300 E38

#### **BENEFITS**

#### **Accidental Death and Dismemberment Benefit:**

If You sustain an Injury that results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.
PA-9223 F07

For Loss of:	Benefit:
Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia)	.Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side	•
of the Body (Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye	One-Half of Principal Sum

PA-9223 F12

#### Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

PA-9223 F13

#### **Exposure and Disappearance:**

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) the person's body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered an Injury resulting from the accident.

PA-9223 F15

#### **Seat Belt and Air Bag Benefit:**

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

**Accident**, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

#### Seat Belt means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

#### **Intoxicated** means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the Schedule of Insurance. PA-9223 F16

#### Repatriation Benefit:

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
  - a) preparation of the body for burial or cremation; and
  - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance. PA-9223 F18

#### **EXCLUSIONS**

#### **Exclusions:**

The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while a full-time member of the armed forces (land, water, air) of any country or international authority;

(We will refund the pro rata portion of any premium paid for You while You are in the armed forces on full-time active duty, for a period of two months or more. Written notice must be given to Us within 12 months of the date You enter the armed forces);

- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;

- c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;
- d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 7) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens unless as prescribed by or administered by a Physician;
- 8) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 9) Injury sustained while committing or attempting to commit a felony.
- 10) Injury sustained while Intoxicated.

#### **Intoxicated** means:

- 1) the blood alcohol content:
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

PA-9222 G01 (TX)

#### **GENERAL PROVISIONS**

#### **Notice of Claim:**

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 20 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

GBD-1300 H01 (TX)

#### **Claim Forms:**

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

GBD-1300 H02

#### **Proof of Loss:**

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Beneficiary Designation (if applicable);
- 4) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 5) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 6) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 7) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

GBD-1300 H03

#### **Sending Proof of Loss:**

Written Proof of Loss must be sent within 90 day(s) after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but

3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

GBD-1300 H04

#### **Physical Examination and Autopsy:**

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

GBD-1300 H05

#### **Claim Payment:**

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 60 day(s) after such Proof of Loss is received.

GBD-1300 H06 (TX)

#### Claims to be Paid:

Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving Spouse; or
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Child(ren); or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Accidental Death Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$5,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

GBD-1300 H07 (TX)

#### **Beneficiary Designation:**

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney. GBD-1300 H08

#### Claim Denial:

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision.

This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

GBD-1300 H09

#### Claim Appeal:

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability: or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim. GBD-1300 H10

#### **Assignment:**

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited, to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy. GBD-1300 H12

#### **Legal Actions:**

Legal action cannot be taken against Us:

- 1) sooner than 61 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy. GBD-1300 H13

#### **Workers' Compensation:**

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage. GBD-1300 H14

#### **Insurance Fraud:**

Insurance Fraud occurs when You provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You perpetrate Insurance Fraud. GBD-1300 H15

#### Misstatements:

In the absence of Insurance Fraud, if material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force. GBD-1300 H16

#### **DEFINITIONS**

**Active Employee** means an employee who works, or is available for work, for the Employer on a regular basis in the usual course of the Employer's business.

PA-9221 C01

**Actively at Work** means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Actively at Work will also include a Business Trip.

Actively at Work does not include everyday travel to and from work. PA-9221 C02

#### Airworthiness Certificate means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

PA-9221 C04

**Business Trip** means a bona fide trip while on assignment for or at the direction of the Employer for the purpose of furthering the business of the Policyholder which:

- 1) begins when You leave Your residence or place of regular employment, whichever occurs last, for the purpose of beginning the trip; and
- 2) ends when You return to Your residence or place of regular employment, whichever occurs first.

PA-9221 C06

#### Civil or Public Aircraft means a civil or public aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

PA-9221 C07

**Common Carrier** means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed. PA-9221 C09

PA-9221 C13 (TX)

Employer means the Policyholder.

PA-9221 C18

#### FAA means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

PA-9221 C19

#### Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes:

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

PA-9221 C22

#### Military Transport Aircraft means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

PA-9221 C24

**Motor Vehicle** means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

PA-9221 C25

**Non-Contributory Coverage** means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

PA-9221 C26

**On** means, when used with reference to any conveyance (land, water or air), in or on, boarding or alighting from the conveyance.

PA-9221 C28

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given:
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

PA-9221 C31

**Prior Policy** means the group accidental death and dismemberment insurance Policy carried by the Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us. PA-9221 C33

**Related** means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, grandchild, or step-child.

PA-9221 C34

**The Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page. PA-9221 C38

**We, Us, or Our** means the insurance company named on the face page of The Policy. PA-9221 C41

You or Your means the person to whom this certificate is issued.

PA-9221 C42



# HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford, Connecticut
(A stock insurance company)

#### NONINSURANCE BENEFITS AND SERVICES

#### Benefits and Services

In addition to the Insurance coverage, the Policyholder may offer noninsurance benefits and services to Eligible Persons based on Policyholder plan design. Eligible Persons should contact the Policyholder for more information on the services available on their plan.

Eligible Persons can obtain a description and contact information for noninsurance benefits and services by visiting www.thehartfordatwork.com.

The following benefits terminate upon policy termination:

- § Will Preparation Services. These services provide access to an online tool to create a customized will with the help of licensed attorneys, if needed.
- § Travel Assistance Related Services. These services provide help for situations that travelers may be facing like replacing a lost passport or arranging for local medical assistance.
- Identity Theft Related Services. These services provide fraud prevention and credit monitoring as well as resolution support if an Eligible Person is the victim of identity theft.
- § Funeral Planning Services. These services provide support to Eligible Persons or their beneficiaries to prepare for a funeral with access to online planning and research tools and advisors to answer questions.

The following benefits terminate upon policy termination. If an Eligible Person is receiving benefits when the policy terminates, benefits may continue beyond the policy termination date.

- § Employee Assistance Programs. Support is provided for a wide range of social and emotional issues. The program provides for either telephonic or face-to-face counseling sessions.
- § Beneficiary Support Services. These services provide emotional, legal or financial guidance, answer benefit-related questions or provide referrals to Eligible Persons or their beneficiaries.

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#### **Optional Enhanced Benefits and Services**

The Policyholder may select optional enhanced noninsurance benefits and services for a nominal cost, ranging from \$.01 to \$4.50 monthly, depending on the level of service and the plan design selected. Eligible Persons should contact the Policyholder for more information on the optional services available and cost, if any.

The noninsurance benefits and services provided are offered by third party vendors. While The Hartford has arranged these benefits and services, the third party providers are liable to the Eligible Persons for the provision of such benefits and services. The Hartford is not responsible for the provision of benefits and services nor is it liable for the failure of the provision of the same. Further, The Hartford is not liable to Eligible Persons for the negligent provisions of such benefits and services by the third party providers. Note that The Hartford in its sole discretion may change vendors or may terminate any noninsurance benefit or service. The Eligible Persons will be given 60 days notice of such termination, unless the termination is due to circumstances beyond The Hartford's control, such as a vendor terminating its services. Signed for Hartford Life and Accident Insurance Company

Lisa Levin, Secretary

Michael Concannon, President

Form PA-9373 (HLA) (TX)

## IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION (For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

#### **Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (regardless of where the policyholder lived when the policy was issued)
- Residents of other states, ONLY if the following conditions are met:
  - 1. The policyholder has a policy with a company domiciled in Texas;
  - 2. The policyholder's state of residence has a similar guaranty association; and
  - 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

#### **Limits of Protection by the Association**

#### Accident, Accident and Health, or Health Insurance:

• For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

#### Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

#### Individual Annuities:

 Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

#### **Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

#### Aggregate Limit:

 \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on

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Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance Guaranty Association 515 Congress Avenue, Suite 1875 Austin, Texas 78701 800-982-6362 or www.txlifega.org Texas Department of Insurance P.O. Box 149104 Austin, Texas 78714-9104 800-252-3439 or www.tdi.texas.gov

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